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LIBERTY MUTUAL FIRE INSURANCE COMPANY

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

HRANT VARDAZARYAN,

Plaintiff,

v.

LIBERTY MUTUAL FIRE  
INSURANCE COMPANY, a  
Corporation; and DOES 1 to 100,  
inclusive,

Defendants.

Case No. 2:23-cv-07239-JFW-JCx

**STIPULATED PROTECTIVE  
ORDER**

**[CHANGES MADE BY COURT  
TO PARAGRAPHS 1C, 3, 7.2H, 8,  
9C, & 12.3]**

1           1A. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3           proprietary or private information for which special protection from public  
4           disclosure and from use for any purpose other than prosecuting this litigation may  
5           be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6           enter the following Stipulated Protective Order. The parties acknowledge that this  
7           Order does not confer blanket protections on all disclosures or responses to  
8           discovery and that the protection it affords from public disclosure and use extends  
9           only to the limited information or items that are entitled to confidential treatment  
10          under the applicable legal principles.

11          1B. GOOD CAUSE STATEMENT

12          This action is likely to involve trade secrets, customer and pricing lists and  
13          other valuable research, development, commercial, financial, technical and/or  
14          proprietary information for which special protection from public disclosure and  
15          from use for any purpose other than prosecution of this action is warranted. Such  
16          confidential and proprietary materials and information consist of, among other  
17          things, confidential business or financial information, information regarding  
18          confidential business practices, or other confidential research, development, or  
19          commercial information (including information implicating privacy rights of third  
20          parties), information otherwise generally unavailable to the public, or which may be  
21          privileged or otherwise protected from disclosure under state or federal statutes,  
22          court rules, case decisions, or common law. Accordingly, to expedite the flow of  
23          information, to facilitate the prompt resolution of disputes over confidentiality of  
24          discovery materials, to adequately protect information the parties are entitled to  
25          keep confidential, to ensure that the parties are permitted reasonable necessary uses  
26          of such material in preparation for and in the conduct of trial, to address their  
27          handling at the end of the litigation, and serve the ends of justice, a protective order  
28          for such information is justified in this matter. It is the intent of the parties that

1 information will not be designated as confidential for tactical reasons and that  
2 nothing be so designated without a good faith belief that it has been maintained in a  
3 confidential, non-public manner, and there is good cause why it should not be part  
4 of the public record of this case.

5 1C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER  
6 SEAL

7 The parties further acknowledge, as set forth in Section 12.3, below, that this  
8 Stipulated Protective Order does not entitle them to file confidential information  
9 under seal; Local Civil Rule 79-5 and Paragraph 9 of the District Judge's Standing  
10 Order (Docket No. 8) set forth the procedures that must be followed and the  
11 standards that will be applied when a party seeks permission from the court to file  
12 material under seal.

13 There is a strong presumption that the public has a right of access to judicial  
14 proceedings and records in civil cases. In connection with non-dispositive motions,  
15 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
16 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
17 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
18 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
19 require good cause showing), and a specific showing of good cause or compelling  
20 reasons with proper evidentiary support and legal justification, must be made with  
21 respect to Protected Material that a party seeks to file under seal. The parties' mere  
22 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—  
23 without the submission of competent evidence by declaration, establishing that the  
24 material sought to be filed under seal qualifies as confidential, privileged, or  
25 otherwise protectable—constitute good cause.

26 Further, if a party requests sealing related to a dispositive motion or trial,  
27 then compelling reasons, not only good cause, for the sealing must be shown, and  
28 the relief sought shall be narrowly tailored to serve the specific interest to be

1 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.  
 2 2010). For each item or type of information, document, or thing sought to be filed  
 3 or introduced under seal in connection with a dispositive motion or trial, the party  
 4 seeking protection must articulate compelling reasons, supported by specific facts  
 5 and legal justification, for the requested sealing order. Again, competent evidence  
 6 supporting the application to file documents under seal must be provided by  
 7 declaration.

8 Any document that is not confidential, privileged, or otherwise protectable in  
 9 its entirety will not be filed under seal if the confidential portions can be redacted.  
 10 If documents can be redacted, then a redacted version for public viewing, omitting  
 11 only the confidential, privileged, or otherwise protectable portions of the document,  
 12 shall be filed. Any application that seeks to file documents under seal in their  
 13 entirety should include an explanation of why redaction is not feasible.

## 14 2. DEFINITIONS

15 2.1 Action: *Vardazaryan v. Liberty Mutual Fire Insurance Company*,  
 16 Case No. 2:23-cv-07239-JFW-JCx.

17 2.2 Challenging Party: a Party or Non-Party that challenges the  
 18 designation of information or items under this Order.

19 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
 20 how it is generated, stored or maintained) or tangible things that qualify for  
 21 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
 22 the Good Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
 24 their support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or  
 26 items that it produces in disclosures or in responses to discovery as  
 27 "CONFIDENTIAL."

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1           2.6 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced  
4 or generated in disclosures or responses to discovery in this matter.

5           2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8           2.8 House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11           2.9 Non-Party: any natural person, partnership, corporation, association or  
12 other legal entity not named as a Party to this action.

13           2.10 Outside Counsel of Record: attorneys who are not employees of a  
14 party to this Action but are retained to represent or advise a party to this Action and  
15 have appeared in this Action on behalf of that party or are affiliated with a law firm  
16 that has appeared on behalf of that party, and includes support staff.

17           2.11 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22           2.13 Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26           2.14 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL.”

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1           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3       3. SCOPE

4           The protections conferred by this Stipulation and Order cover not only  
5 Protected Material (as defined above), but also (1) any information copied or  
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
7 compilations of Protected Material; and (3) any testimony, conversations, or  
8 presentations by Parties or their Counsel that might reveal Protected Material other  
9 than during a court hearing or at trial.

10           Any use of Protected Material during a court hearing or at trial shall be  
11 governed by the orders of the presiding judge. This Order does not govern the use  
12 of Protected Material during a court hearing or at trial.

13       4. DURATION

14           Once a case proceeds to trial, information that was designated as  
15 CONFIDENTIAL or maintained pursuant to this protective order used or  
16 introduced as an exhibit at trial becomes public and will be presumptively available  
17 to all members of the public, including the press, unless compelling reasons  
18 supported by specific factual findings to proceed otherwise are made to the trial  
19 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing  
20 “good cause” showing for sealing documents produced in discovery from  
21 “compelling reasons” standard when merits-related documents are part of court  
22 record). Accordingly, the terms of this protective order do not extend beyond the  
23 commencement of the trial.

24       5. DESIGNATED PROTECTED MATERIAL

25           5.1 Exercise of Restraint and Care in Designating Material for Protection.  
26 Each Party or Non-Party that designates information or items for protection under  
27 this Order must take care to limit any such designation to specific material that  
28 qualifies under the appropriate standards. The Designating Party must designate for

1 protection only those parts of material, documents, items or oral or written  
2 communications that qualify so that other portions of the material, documents,  
3 items or communications for which protection is not warranted are not swept  
4 unjustifiably within the ambit of this Order.

5 Mass, indiscriminate or routinized designations are prohibited. Designations  
6 that are shown to be clearly unjustified or that have been made for an improper  
7 purpose (e.g., to unnecessarily encumber the case development process or to  
8 impose unnecessary expenses and burdens on other parties) may expose the  
9 Designating Party to sanctions.

10 If it comes to a Designating Party's attention that information or items that it  
11 designated for protection do not qualify for protection, that Designating Party must  
12 promptly notify all other Parties that it is withdrawing the inapplicable designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in  
14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
16 under this Order must be clearly so designated before the material is disclosed or  
17 produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix at a minimum, the legend  
22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
23 contains protected material. If only a portion of the material on a page qualifies for  
24 protection, the Producing Party also must clearly identify the protected portion(s)  
25 (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection  
27 need not designate them for protection until after the inspecting Party has indicated  
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be  
2 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
3 documents it wants copied and produced, the Producing Party must determine  
4 which documents, or portions thereof, qualify for protection under this Order. Then,  
5 before producing the specified documents, the Producing Party must affix the  
6 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
7 portion of the material on a page qualifies for protection, the Producing Party also  
8 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
9 in the margins).

10 (b) for testimony given in depositions that the Designating Party identifies  
11 the Disclosure or Discovery Material on the record, before the close of the  
12 deposition all protected testimony.

13 (c) for information produced in some form other than documentary and  
14 for any other tangible items, that the Producing Party affix in a prominent place on  
15 the exterior of the container or containers in which the information is stored the  
16 legend “CONFIDENTIAL.” If only a portion or portions of the information  
17 warrants protection, the Producing Party, to the extent practicable, shall identify the  
18 protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items does not, standing alone, waive  
21 the Designating Party’s right to secure protection under this Order for such  
22 material. Upon timely correction of a designation, the Receiving Party must make  
23 reasonable efforts to assure that the material is treated in accordance with the  
24 provisions of this Order.

## 25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s  
28 Scheduling Order.



1           6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37-1 et seq.

3           6.3   Joint Stipulation. Any challenge submitted to the Court shall be via a  
4 joint stipulation pursuant to Local Rule 37-2.

5           6.4   The burden of persuasion in any such challenge proceeding shall be on  
6 the Designating Party. Frivolous challenges, and those made for an improper  
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
8 parties) may expose the Challenging Party to sanctions. Unless the Designating  
9 Party has waived or withdrawn the confidentiality designation, all parties shall  
10 continue to afford the material in question the level of protection to which it is  
11 entitled under the Producing Party's designation until the Court rules on the  
12 challenge.

## 13   7.    ACCESS TO AND USE OF PROTECTED MATERIAL

14           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
15 disclosed or produced by another Party or by a Non-Party in connection with this  
16 Action only for prosecuting, defending or attempting to settle this Action. Such  
17 Protected Material may be disclosed only to the categories of persons and under the  
18 conditions described in this Order. When the Action has been terminated, a  
19 Receiving Party must comply with the provisions of section 13 below (FINAL  
20 DISPOSITION).

21           Protected Material must be stored and maintained by a Receiving Party at a  
22 location and in a secure manner that ensures that access is limited to the persons  
23 authorized under this Order.

24           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
25 otherwise ordered by the court or permitted in writing by the Designating Party, a  
26 Receiving Party may disclose any information or item designated  
27 "CONFIDENTIAL" only to:

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1 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
2 well as employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of  
5 the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom  
7 disclosure is reasonably necessary for this Action and who have signed the  
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional  
12 Vendors to whom disclosure is reasonably necessary for this Action and who have  
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a  
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
18 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
19 will not be permitted to keep any confidential information unless they sign the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
21 agreed by the Designating Party or ordered by the court. Pages of transcribed  
22 deposition testimony or exhibits to depositions that reveal Protected Material may  
23 be separately bound by the court reporter and may not be disclosed to anyone  
24 except as permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement discussions.

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1     8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
 2           IN OTHER LITIGATION

3           If a Party is served with a subpoena or a court order issued in other litigation  
 4     that compels disclosure of any information or items designated in this Action as  
 5     “CONFIDENTIAL,” that Party must:

6           (a)     promptly notify in writing the Designating Party. Such notification  
 7     shall include a copy of the subpoena or court order;

8           (b)     promptly notify in writing the party who caused the subpoena or order  
 9     to issue in the other litigation that some or all of the material covered by the  
 10    subpoena or order is subject to this Protective Order. Such notification shall include  
 11    a copy of this Stipulated Protective Order; and

12          (c)     cooperate with respect to all reasonable procedures sought to be  
 13    pursued by the Designating Party whose Protected Material may be affected.

14          If the Designating Party timely seeks a protective order, the Party served with  
 15    the subpoena or court order shall not produce any information designated in this  
 16    action as “CONFIDENTIAL” before a determination by the court from which the  
 17    subpoena or order issued, unless the Party has obtained the Designating Party’s  
 18    permission or unless otherwise required by the law or court order. The Designating  
 19    Party shall bear the burden and expense of seeking protection in that court of its  
 20    confidential material and nothing in these provisions should be construed as  
 21    authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
 22    directive from another court.

23     9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 24           PRODUCED IN THIS LITIGATION

25          (a)     The terms of this Order are applicable to information produced by a  
 26    Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
 27    produced by Non-Parties in connection with this litigation is protected by the

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1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-  
8 Party that some or all of the information requested is subject to a confidentiality  
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the  
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within  
16 14 days of receiving the notice and accompanying information, the Receiving Party  
17 may produce the Non-Party's confidential information responsive to the discovery  
18 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
19 not produce any information in its possession or control that is subject to the  
20 confidentiality agreement with the Non-Party before a determination by the court  
21 unless otherwise required by the law or court order. Absent a court order to the  
22 contrary, the Non-Party shall bear the burden and expense of seeking protection in  
23 this court of its Protected Material.

#### 24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best

1 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
2 person or persons to whom unauthorized disclosures were made of all the terms of  
3 this Order, and (d) request such person or persons to execute the “Acknowledgment  
4 and Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other  
9 protection, the obligations of the Receiving Parties are those set forth in Federal  
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
11 whatever procedure may be established in an e-discovery order that provides for  
12 production without prior privilege review. Pursuant to Federal Rule of Evidence  
13 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
14 of a communication or information covered by the attorney-client privilege or work  
15 product protection, the parties may incorporate their agreement in the stipulated  
16 protective order submitted to the court.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
21 Protective Order, no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in  
23 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
24 any ground to use in evidence of any of the material covered by this Protective  
25 Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Local Civil Rule 79-5 and Paragraph 9 of the  
28 District Judge’s Standing Order (Docket No. 8). Protected Material may only be

1 filed under seal pursuant to a court order authorizing the sealing of the specific  
2 Protected Material at issue. If a Party's request to file Protected Material under seal  
3 is denied by the court, then the Receiving Party may file the information in the  
4 public record unless otherwise instructed by the court.

5 **13. FINAL DISPOSITION**

6 After the final disposition of this Action, as defined in paragraph 4, within 60  
7 days of a written request by the Designating Party, each Receiving Party must  
8 return all Protected Material to the Producing Party or destroy such material. As  
9 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
10 compilations, summaries, and any other format reproducing or capturing any of the  
11 Protected Material. Whether the Protected Material is returned or destroyed, the  
12 Receiving Party must submit a written certification to the Producing Party (and, if  
13 not the same person or entity, to the Designating Party) by the 60 day deadline that  
14 (1) identifies (by category, where appropriate) all the Protected Material that was  
15 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
16 copies, abstracts, compilations, summaries or any other format reproducing or  
17 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
18 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
19 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
20 and trial exhibits, expert reports, attorney work product, and consultant and expert  
21 work product, even if such materials contain Protected Material. Any such archival  
22 copies that contain or constitute Protected Material remain subject to this Protective  
23 Order as set forth in Section 4 (DURATION).

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14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

We hereby attest that concurrence in the filing of this stipulation was obtained by each of the below identified signatories.

Dated: February 5, 2024

MAYNARD NEXSEN LLP

/s/ Nicholas J. Boos

Nicholas J. Boos

Attorneys for Defendant

Liberty Mutual Fire Insurance Company

Dated: February 5, 2024

ZWIRN, GEVORKYAN & SOGOYAN LLP

/s/ Arthur Khachatrian

Arthur Khachatrian

Attorneys for Plaintiff

Hrant Vardazaryan

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED.

DATED: February 6, 2024

/s/ Jacqueline Chooljian

Honorable Jacqueline Chooljian

UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that was  
 issued by the United States District Court for the Central District of California on  
 February 6, 2024 in the case of *Vardazaryan v. Liberty Mutual Fire Insurance*  
*Company*, Case No. 2:23-cv-07239-JFW-JCx. I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and punishment  
 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
 any information or item that is subject to this Stipulated Protective Order to any  
 person or entity except in strict compliance with the provisions of this Order.  
 I further agree to submit to the jurisdiction of the United States District Court for the  
 Central District of California for enforcing the terms of this Stipulated Protective  
 Order, even if such enforcement proceedings occur after termination of this action.  
 I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with  
 this action or any proceedings related to enforcement of this Stipulated Protective  
 Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_